

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 4/12/2012

Action Requested By:  
Planning

Agenda Item Type  
Resolution

Subject Matter:

Professional Services Agreement Between the City of Huntsville and New South Associates, Inc. for Historical Resurvey Services

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute the Professional Services Agreement Between the City of Huntsville and New South Associates, Inc. for Historical Resurvey Services regarding the Resurvey and Update to the National Register of Historic Places District Nomination for Twickenham Historic District

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Consultant (New South Assoc.) will complete scope of work necessary for the following project: Updating the National Register of Historic Places District Nomination for the Twickenham Historic District. Proposal is to: update the survey, review and expand the period of significance, and explore the possibility of expanding the district boundaries for the Twickenham District. Twickenham was first listed on the National Register in the 1970's. All costs associated with proposal will be funded by the Historic Huntsville Preservation

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: Angie M. B. D. D.

Date: 4/3/2012

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Planning

Council Meeting Date: 4/12/2012

Department Contact: Kimberly Gosa

Phone # 427-5115

Contract or Agreement: Agreement

Document Name: Professional Services Agreement Between the City of Hsv & New South Assoc., Inc.

City Obligation Amount: N/A

Total Project Budget: \$18,994.68

Uncommitted Account Balance:




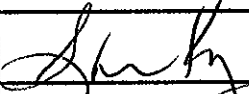
Account Number: 23-6300-0510-8503

## Procurement Agreements

<u>Select...</u>	<u>Select...</u>
------------------	------------------

## Grant-Funded Agreements

<u>Select...</u>	Grant Name:
------------------	-------------

Department	Signature	Date
1) Originating		4-3-12
2) Legal		4-4-12
3) Finance <span style="float: right;">LC</span>		4/9
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		4/9/12
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED** by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with the New South Associates, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND NEW SOUTH ASSOCIATES, INC. FOR HISTORICAL RESURVEY SERVICES", consisting of twelve(12) pages + Exhibits A,B,C & D, and the date of April 12, 2012, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 12th day of April, 2012.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 12th day of April, 2012.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF HUNTSVILLE AND  
NEW SOUTH ASSOCIATES, INC. FOR  
HISTORICAL RESURVEY SERVICES**

Agreement made as of the 12th day of April, in the year of Two Thousand Twelve.

BETWEEN the Client:       City of Huntsville  
                                Finance Department  
                                Procurement Services Division  
                                PO Box 308  
                                Huntsville, Alabama 35804-0308

and the Consultant:       New South Associates  
                                6150 East Ponce de Leon Avenue  
                                Stone Mountain, Georgia 30083

for the Project:           Resurvey and Update the National Register of Historic  
                                Places District Nomination for Twickenham

The Client and Consultant agree as set forth below:

**TERMS AND CONDITIONS OF AGREEMENT BETWEEN CLIENT AND  
CONSULTANT**

**ARTICLE 1 - CONSULTANT'S SERVICES AND RESPONSIBILITIES**

An architectural historical properties resurvey and an update to the National Register of Historic Places District nomination for the Twickenham Historic District

The Consultant's Basic Services are as described below and are referenced in Exhibit A, Scope of Work and Exhibit B, Technical Proposal, which are attached to this Agreement and incorporated herein.

**1.1 Basic Services**

1.1.1 The Consultant shall perform all services described in Exhibits A and B of this Agreement, in a manner consistent with all applicable professional practices and standards.

1.1.2 Basic Services shall include the specific services of sub-consultants identified and described in Exhibit A or B of this Agreement.

\_\_\_\_\_  
City Council President

April 12, 2012

Date

## **1.2 Additional Services**

1.2.1 Additional Services shall be provided if authorized or confirmed in writing by the Client or if included in Article 7, and they shall be paid for by the Client as provided in this Agreement.

## **1.3 Time**

1.3.1 The Consultant shall perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

## **ARTICLE 2 - THE CLIENT'S RESPONSIBILITIES**

The following services and responsibilities, and any others so indicated in Article 7, shall be undertaken by the Client.

2.1 If the Client observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Client to the Consultant.

2.2 The Client shall furnish required information and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Consultant's services.

## **ARTICLE 3 - PAYMENTS TO THE CONSULTANT**

3.1 Client will make payment to the Consultant within 30 days of Client's receipt of invoices.

## **ARTICLE 4 - TERMINATION OF AGREEMENT**

4.1 This Agreement may be terminated by either party upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

4.2 This Agreement may be terminated by the Client upon at least fourteen (14) days written notice to the Consultant in the event that the Project is permanently abandoned.

4.3 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 4.4.

4.4 Termination Expenses include expenses directly attributable to termination for which the Consultant is not otherwise compensated.

## **ARTICLE 5 - MISCELLANEOUS PROVISIONS**

5.1 This Agreement shall be governed by the law of Alabama

5.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Completion of the Basic Services.

5.3 The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

5.4 This Agreement together with attached Exhibits represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Consultant. Directing or allowing the Consultant to commence work will constitute acceptance by Client of this Agreement and all of its Terms and Conditions.

5.5 The Consultant makes no warranty, either expressed or implied, as to its findings, designs, recommendations, plans, drawings, calculations, specifications, or professional advice except that they have been prepared in accordance with the current generally accepted professional practices.

5.6 The Client will make no demand for liquidated damages for delays or actual damages for delays, and no liquidated damages may be assessed against the Consultant for delays or causes attributed to other contractors or arising outside the scope of this Agreement.

5.7 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, condition, or covenant shall not be construed by the other party as a waiver or a subsequent breach of the same by the other party.

## **ARTICLE 6 - BASIS OF COMPENSATION**

The Client shall compensate the Consultant for the Services provided, in accordance with Article 3, Payments to the Consultant, and the other Terms and Conditions of this Agreement, as follows:

### **6.1 BASIC COMPENSATION**

6.1.1 FOR BASIC SERVICES, as described in Paragraph 1.1 and Exhibit C, Cost Proposals, Compensation shall be on a lump sum basis in the amount of \$18,994.68. The assumptions and unit/day rates which form the basis of this fee are outlined in Exhibit C.

6.2 FOR ADDITIONAL SERVICES requested by the Client or necessitated by the Project, compensation shall be at the hourly rates quoted in Exhibit C. Additional Services will only be performed upon the written authorization of the Client.

6.3 The Client and Consultant agree in accordance with the Terms and Conditions of this Agreement that:

6.3.1 IF THE SCOPE of the Project or of the Consultant's Services is changed materially, the amounts of compensation shall be equitably adjusted.

6.4 The Consultant shall invoice the Client monthly by percent complete. A progress summary will be included with each invoice that will describe the work completed, any problems encountered, and actions to occur in the subsequent month.

#### **ARTICLE 7-SPECIAL TERMS AND CONDITIONS:**

##### **7.1 E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit forms for the contractor and for subcontractors are included at the end of this notice. A copy of the employer's E-verify MOU is included as Exhibit D.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or

revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).

**AFFIDAVITS:**

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b) AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR  
(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Georgia  
County of DeKalb

Before me, a notary public, personally appeared MARY BETH REED  
(print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT (state position) for NEW SOUTH ASSOCIATES, INC (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

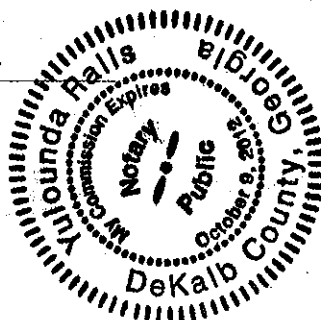
I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Mary Beth Reed  
Signature of Affiant

Sworn to and subscribed before me this 30<sup>th</sup> day of March, 2012.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Gulconda Ralls  
Signature and Seal of Notary Public



**Author:** Jean Brown

**Statutory Authority:** Code of Alabama, sections 31-13-9 (a) and (b); Section 31-13-9 (h).

**History: New Rule:** Filed December 12, 2011; effective December 12, 2011

**820-4-1-.02ER Contents of Acceptable Affidavit Form For Administering Code of Alabama, Section 31-13-9 (c).**

(1) This rule is intended to provide an acceptable form to be completed by subcontractors as a condition for performing work on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity.

(2) The form shall appear as follows:

FORM FOR SECTION 9 (c) BEASON- HAMMON ALABAMA TAXPAYER AND  
CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTION 31-13-9 (c)

**AFFIDAVIT FOR SUBCONTRACTOR**

(To be completed as a condition for performing work on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity)

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me, a notary public, personally  
appeared \_\_\_\_\_ (print name) who, being duly sworn,  
says as follows:

As a condition for being a subcontractor on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as \_\_\_\_\_  
(state position) for \_\_\_\_\_ (state subcontractor name), said  
subcontractor shall not knowingly employ, hire for employment, or continue to employ  
an unauthorized alien.

I further attest that said subcontractor is enrolled in the E-Verify program prior to performing any work on the project. (ATTACH DOCUMENTATION ESTABLISHING THAT SUBCONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

**Author:** Jean Brown

**Statutory Authority:** Code of Alabama, section 31-13-9 (c); Section 31-13-9 (h).

**History: New Rule:** Filed December 12, 2011; effective: December 12, 2011

**820-4-1-.03ER Contents of Acceptable Affidavit Form for Administering Code of Alabama, Section 31-13-9 (d).**

(1) This rule is intended to set forth an acceptable form for a direct subcontractor to provide to a contractor on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity pursuant to Code of Alabama, section 31-13-9 (d).

(2) The form shall appear as follows:

**FORM FOR SECTION 9 (d) BEASON-HAMMON ALABAMA TAXPAYER AND  
CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTION 31-13-9 (d)  
AFFIDAVIT OF DIRECT SUBCONTRACTOR TO BE GIVEN TO CONTRACTOR**

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_  
(print name) who, being duly sworn, says as follows:

I hereby attest that as \_\_\_\_\_ (state  
position) for the direct subcontractor \_\_\_\_\_  
(state business entity/employer/subcontractor name) for

\_\_\_\_\_ (state business  
entity/employer/contractor name) said direct subcontractor has not knowingly employed,  
hired for employment, or continued to employ an unauthorized alien. I further attest that  
I have verified each of the above-named direct subcontractor's employee's eligibility for  
employment. I further attest that I have in good faith complied with Code of Alabama,  
Section 31-13-9 (c)\*

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_,  
2\_\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

---

Signature and Seal of Notary Public

\*Code of Alabama, Section 31-13-9 (c) provides: "No subcontractor on a project paid for by contract, grant, or incentive by the state [of Alabama], any political subdivision thereof, or any state-funded entity shall knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. The subcontractor shall also enroll in the E-Verify program prior to performing any work on the project and shall attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program."

**Author:** Jean Brown

**Statutory Authority:** Code of Alabama, section 31-13-9 (d); Section 31-13-9 (h).

**History: New Rule:** Filed December 12, 2011; effective December 12, 2011.

## 7.2 INDEPENDENT CONTRACTOR

Consultant is hereby employed as an independent contractor and this Agreement does not imply any employer/employee relationship between the Client and the Consultant. Consultant shall have no authorization to incur any debt or obligation on behalf of the City nor shall Consultant be entitled to participate in any employee benefits of any kind while performing this contract.

## 7.3 INSURANCE REQUIREMENTS

### GENERAL VENDOR/CONSULTANT INSURANCE REQUIREMENTS

(for use in non-professional contracts valued at less than \$300,000)

The vendor/consultant shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required under the terms of the bid specifications. The vendor/consultant shall procure and maintain for the duration of the agreement or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the vendor/consultant, his agents, representatives, employees or subcontractors.

#### A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:  
Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after City of Huntsville approval.

Commercial General Liability

Products and Completed Operations  
Contractual Liability  
Personal Injury and Advertising Injury  
Explosion, Collapse and Underground  
Broad Form Property Damage  
Waiver of subrogation  
Severability of Interest

2. **Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

3. **Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

Waiver of Subrogation to be included.

4. **Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

5. **Umbrella (Excess) Liability Insurance:**

**B. MINIMUM LIMITS OF INSURANCE:**

1. **General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 500,000 General Aggregate Limit  
\$ 500,000 Products - Completed Operations Aggregate  
\$ 500,000 Personal & Advertising Injury  
\$ 500,000 Each Occurrence

2. **Automobile Liability:**

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3. **Workers' Compensation:**

As Required by the State of Alabama Statute

4. **Employers Liability:**

\$ 100,000 Bodily Injury by Accident or Disease  
\$ 500,000 Policy Limit by Disease

5. **Umbrella (Excess) Liability Insurance:**

Umbrella or Excess Liability Insurance is required in an amount of \$1,000,000 per occurrence and \$1,000,000 aggregate.

**C. OTHER INSURANCE PROVISIONS:**

City of Huntsville is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of bid specifications, then the minimum limits stated herein shall apply.

1. **General Liability and Automobile Liability Coverages Only:**

- a. The vendor/consultant's insurance coverage shall be primary insurance as respects the City, and shall cover, as Additional Insureds, the City, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of the vendor's insurance and shall not contribute to it. Waiver of subrogation shall be included. The coverage shall contain no special limitation on the scope of protection afforded to the Additional Insureds.
- b. The vendor/consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. **All Coverages:**

- a. Vendors/consultants are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the City.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers qualified to do business in the State of Alabama with an A. M. Best's rating of no less than A- V.

**E. VERIFICATION OF COVERAGE:**

The City shall be indicated as a Certificate Holder and the vendor shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before contract is awarded and work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. SUBCONTRACTORS WORKING FOR THE VENDOR/CONSULTANT:**

The vendor/consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. Subcontractors working for the vendor/consultant shall be required to carry insurance.

**G. HOLD HARMLESS AGREEMENT:**

The vendor/consultant, to the fullest extent permitted by law, shall indemnify, hold harmless and defend the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, caused by, arising out of or resulting from or in connection with the performance of this contract, provided that any such claim, costs, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by, in whole or in part, any active or passive negligent act or omission of the vendor/consultant, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**ARTICLE 8 - SCHEDULE**

8.1 The Consultant is expected to work diligently toward the completion of this project to assure completion by no later than one year from the date of contract execution.

This Agreement entered into as of this day and year first written above.

CLIENT

CITY OF HUNTSVILLE

\_\_\_\_\_  
**Tommy Battle**

Title: Mayor \_\_\_\_\_

Attest: \_\_\_\_\_

CONSULTANT

NEW SOUTH ASSOCIATES, INC.

*Mary Beth Reed*  
\_\_\_\_\_  
**Mary Beth Reed**

Title: President

Attest: *Gisela Ralte*  
\_\_\_\_\_  
*office manager*

**EXHIBIT A:**

**Scope of Work**



# HUNTSVILLE

Tommy Battle  
Mayor

Finance Department  
Procurement Services Division

## REQUEST FOR QUALIFICATIONS 16-2012-63-5

For Historic Preservation Consulting Services  
October 21, 2011  
Twickenham Historic District Update  
City of Huntsville, 308 Fountain Circle  
Huntsville, Alabama 35801

Contacts: Elizabeth Whitt  
Procurement Analyst II  
City of Huntsville  
Procurement Services  
256-427-5058  
[Elizabeth.Whitt@huntsvilleal.gov](mailto:Elizabeth.Whitt@huntsvilleal.gov)  
(256) 427-5058

Ken Newberry  
Planning Department  
City of Huntsville  
(256) 427-5100

Donna Castellano  
Board Member  
Historic Huntsville Foundation  
(256) 534-8378

### 1.0 INTRODUCTION

The City of Huntsville, Alabama (City) has obtained a grant from the Historic Huntsville Foundation to resurvey and update the National Register nomination for the Twickenham Historic District. The City is seeking qualifications based on proposals from historic preservation consultants. Qualified firms shall have a thorough understanding of and demonstrated experience in the preparation of historic district nominations to the National Register of Historic Places.

## The Star of Alabama

PO Box 308 • Huntsville, Alabama 35804-0308 • Phone 256-427-5060 • FAX 256-427-5059

[www.hsvcity.com](http://www.hsvcity.com)

Prior to submission of RFQ's, questions should be directed by email to Elizabeth Whitt, Office of Procurement, City of Huntsville: Email [Elizabeth.Whitt@huntsvilleal.gov](mailto:Elizabeth.Whitt@huntsvilleal.gov). Both questions and answers will be written, via email or letter. Questions must be received by 5:00 PM CST on November 14, 2011. Questions received after this time will not be addressed. Any oral explanations or interpretations given before the award of the contract will not be binding.

## 2.0 DESCRIPTION

The Twickenham Historic District was listed in the National Register of Historic Places in the 1970's. This project proposes to update the survey, and review and expand the period of significance as appropriate. The project also proposes to explore the possibility of expanding the district's boundaries to include adjacent streets in the National Register nomination that were added to the Twickenham district at the local level.

## 3.0 SCOPE OF WORK

The consultant will be responsible for completing the following scope of work in accordance with the guidelines set forth in National Register Bulletin 16: How to Complete the National Register Registration Form and any other National Register Bulletins that may be pertinent to this specific project.

1. Update Inventory listings of each resource within the district, including a complete architectural description, Contributing or Noncontributing status, and significance of events or people associated with the resource. Resources must be located on a sketch map that meets the guidelines of National Register Bulletin 16 and is approved by the Alabama Historical Commission.
2. Review the period of significance and areas of significance and determine if they need to be amended; consult with the Alabama Historical Commission's National Register coordinator on changes and sources for research.
3. Review historical summary and revise to reflect new information and/or justify extension of the period of significance or new areas of significance.
4. Provide the Alabama Historical Commission National Register coordinator the opportunity to review all drafts of the nomination.
5. Secure approval of the updated nomination by the Alabama Historical Commission National Register coordinator as meeting NPS and Huntsville Historic Preservation Commission standards before final payment will be given to the consultant.
6. Revise the physical description of the district as appropriate based on the physical changes that have occurred to individual resources, the revised district boundaries, and the expanded period of significance.
7. The selected consultant will be expected to provide all supplemental documentation necessary to ensure a final product which meets the National Register guidelines, including but not limited to the following:

Sketch map that meets the guidelines outlined in National Register Bulletin 16.

The appropriate USGS quad map that meets the guidelines outlined in National Register Bulletin 16.

Two sets of photographs and two CD-Rs of the images that meet the guidelines outlined in the National Register Photo Policy Fact Sheet.

Project oversight and administration

Coordinate and conduct public hearings

Make presentations about the project to City Council and the Historic Huntsville Foundation

Prepare the revised National Register nomination

Present the revised nomination to the Alabama's National Register Review Board

8. The selected consultant will be responsible for completing a nomination for the National Register of Historic Places for the Twickenham District that meets all requirements and is approved by the National Park Service for listing in the National Register of Historic Places.

#### 4.0 PRELIMINARY PROJECT SCHEDULE

January 1, 2012- March 30, 2012:

Include a list of all the addresses in the historic district by listing the street names in alphabetical order and the addresses in numerical order under the street names. This should be done on a continuation sheet that is labeled section 2.

Expand the period of significance as appropriate. Establish the appropriate period of significance in consultation with the Alabama Historical Commission's (AHC) National Register coordinator.

Revise the architectural descriptions of the resources in the Inventory for the Twickenham Historic District and add any additional resources that may be taken in by an expansion of the district boundaries, if applicable. Revise the classification of properties as contributing or non-contributing based on physical changes and the expanded period of significance in consultation with the AHC National Register coordinator. Update the general narrative description of the historic district in section 7.

Submit the photographs and/or CD images for the historic district that meet the guidelines outlined in the National Register Photo Policy.

Submit 1<sup>st</sup> draft of the sketch map.

April 1, 2012 to June 30, 2012

Submit any revisions to sections 2 and 7 to the National Register Coordinator, if applicable.

Add new Areas of Significance, if applicable, and prepare Statements of Significance for each one along with a level of significance. Also submit a general narrative history for the historic district.

In section 9 of the National Register form, submit a bibliography of the major references used in preparing this nomination.

In section 10 of the National Register form, submit the geographical data for the historic district.

Submit a photo log based on the guidelines of the National Register Photo Policy.

Submit two copies of the final sketch map, one of which includes the photo key.

Submit the appropriate USGS quad map with the information required by National Register Bulletin 16.

## 5.0 SELECTION PROCESS

The City will review proposals and select not more than three consultants and conduct interviews with them. After completion of these interviews, the City will select the most qualified consultant for the project. Upon selection, the City will negotiate terms for a contract to complete the scope of work with the selected consultant. If negotiations cannot produce an outcome satisfactory to all parties, the City may suspend negotiations with that consultant and proceed to the next most qualified consultant. The City reserves the right to reject all applicants, to decline proceeding with the selection of any consultant, to request additional qualifications, and to make inquiries to verify qualifications. The City shall not be responsible for any costs incurred by the consultant in preparing and submitting the Statement of Qualifications.

## 6.0 SUBMISSION REQUIREMENTS

### 1. Contact Information

Include the name, address, phone number, facsimile number, and e-mail address of the firm and the primary personnel who will be involved in the execution of the scope of services.

### 2. Project Approach

Describe in detail your approach for accomplishing the work as outlined in the Scope of Work.

### 3. Similar Projects, including their Scope of Work and Location

Include a brief description of previous projects performed that were similar in scope and complexity to this project. The information should include a description of the firm's or individual's contributions to the project. For at least two projects please include a contact name, address, and current telephone number for the City's use in verifying the firm's past performance.

### 4. Experience and Qualifications of Firm and Key Personnel

Include resumes of all personnel, including sub-consultants, proposed to perform the scope of work advanced in the RFP. The resumes should clearly demonstrate each individual's qualifications and professional experience in the area of historic survey and registration projects. Also, for each individual proposed to perform work on the project, please indicate the projected man-hours or man days required to complete each work task outlined in the scope of services.

### 5. Proposed Fees/Budgets and Basis For Payment

Submit a project that includes a fee/quote for resurveying the current historic district, the survey of any expansions to it and for preparation of a National Register nomination and its supplemental documentation. The cost proposal should include the following categories:

- Direct labor
- Overhead rate
- General and administrative expenses
- Project materials
- Travel and Lodging (based on federally approved rates and limitations)
- Profit
- Subcontracts
- Other Expenses

6. Proposed Schedule for Completing the Project

The beginning of the contract period will be determined based on the contract approval process and the time of contract execution by both parties. Interested consultants should include detailed project schedules based on a tentative project initiation date of January 1, 2012 and an estimated contract period of January 1, 2012 through June 30, 2012.

7. Any Sub-Consultant Disciplines and Support Services Needed to Complete the Scope of Services

Technical work to be performed by sub-consultants must be identified by task, overall percentage of hours, and cost allocated for each sub-consultant.

8. Statement of Availability

Include a statement of availability to perform and complete all scope of work activities for the project in a timely manner based on existing work load and staffing constraints.

9. References

Include names, addresses, and current telephone numbers of persons whom the City can call for references. If desired, regarding past performance on projects similar in scope and complexity to this project. The information should include a brief description of the project and the firm's or individual's contributions to the project.

10. Past Litigation

Include a statement noting any litigation in which the firm or any of its primary personnel have been a party during the past five years.

11. Contract Terminations

List any contracts of this firm that have been terminated for cause during the past five years.

7.0 DEADLINE

ALL PROPOSALS MUST BE RECEIVED BY 5:00 PM CENTRAL STANDARD TIME (CST) ON November 29, 2011.

By mail or hand delivery to:

City of Huntsville  
Procurement Services  
P O Box 308 (35804)  
308 Fountain Circle  
Huntsville, AL 35801

Attn: Elizabeth Whitt  
Procurement Analyst II  
256-427-5056  
[Elizabeth.Whitt@huntsvilleal.gov](mailto:Elizabeth.Whitt@huntsvilleal.gov)

Submittals received after that time will, without exception, not be considered. No responses to the RFQ will be received by facsimile.

**EXHIBIT B:**  
**TECHNICAL PROPOSAL**

PROPOSAL

**PREPARATION OF A NATIONAL REGISTER OF HISTORIC PLACES  
ADDITIONAL DOCUMENTATION FORM FOR  
"TWICKENHAM HISTORIC DISTRICT"  
CITY OF HUNTSVILLE, MADISON COUNTY, ALABAMA**

Proposal submitted to:

Elizabeth Whitt  
Procurement Analyst II  
City of Huntsville  
Procurement Services  
308 Fountain Circle  
Huntsville, AL 38501

Proposal submitted by:

New South Associates  
6150 East Ponce de Leon Avenue  
Stone Mountain, GA 30083

-and-

118 South 11<sup>th</sup> Street  
Nashville, TN 37206



---

Mary Beth Reed – President

November 28, 2011

## I. INTRODUCTION

New South Associates is pleased to present this proposal and cost estimate for preparing a National Register of Historic Places (NRHP) Additional Documentation Form for the "Twickenham Historic District" located in Huntsville, Madison County, Alabama. It is our understanding that the city seeks a professional consultant to update the Twickenham Historic District architectural survey and NRHP nomination to extend the period of significance from ending in the 1920s to ending in the early 1960s as well as enlarge the boundaries to incorporate approximately 40 additional properties. The scope of work indicates that the survey and nomination will cover the area of Huntsville containing the Twickenham Historic District, which was NRHP-listed in 1973. In 2011, the City of Huntsville received a grant from the Historic Huntsville Foundation to undertake this project.

New South Associates is extremely well qualified to conduct this project. A women-owned small business dedicated to historic preservation and cultural resource management consulting, New South Associates is headquartered in Stone Mountain, Georgia, and maintains branch offices in Huntsville, Alabama, and Nashville, Tennessee. Established 23 years ago, our firm has considerable experience in community-based historic preservation planning projects, such as historic architecture surveys and NRHP nominations as well as in the research and evaluation of mid-twentieth century resources.

New South Associates' has experience with NRHP nomination and with mid-century properties. Notable mid-century projects we have conducted include the development of guidelines for the survey and evaluation of ranch house architecture in Georgia; survey and evaluation of GSA Region 4's mid-century modern architecture; HABS documentation of the Antoine Graves Housing designed by noted mid-century modern architect John Portman; survey, evaluation, preservation planning, public outreach, and Cold War era artifact curation at the DOE's Savannah River Site; survey and evaluation of the African-American Mozley Park 1950s subdivision; HAER documentation of NASA's Kennedy Space Center Rotational Processing Facility and the Space Shuttle Orbiter Payload Canister; architectural survey and evaluation of Ft. Belvoir's Engineer Proving Ground; and NRHP eligibility evaluation of the 1940s U.S. Army Corps of Engineers Antilles Office in San Juan, Puerto Rico.

Our firm is nationally recognized for its efforts in the identification and evaluation of twentieth-century resources. Our work at the Department of Energy's Savannah River Site has been cited by the Advisory Council of Historic Preservation as a case study in evaluating resources of the recent past and our history of the installation, *The Savannah River Site at Fifty*, was published by the Government Printing Office and awarded the American Cultural Resource Association's Quality Award (this publication may be viewed at [www.srs.gov/general/about/50anniv/50anniv.htm](http://www.srs.gov/general/about/50anniv/50anniv.htm)). New South Associates' work on the *Georgia Ranch House Guidelines* received the Georgia Trust for Historic Preservation's Excellence in Preservation Service Award and was issued the National Council for Public History's M. C. Robinson Award for projects that influence public policy at the 2011 annual conference in Pensacola (this publication may be viewed at

[www.gashpo.org/content/displaycontent.asp?txtDocument=434](http://www.gashpo.org/content/displaycontent.asp?txtDocument=434)). New South Associates work with Capchart and Wherry Housing at Fort Buchanan, Puerto Rico, was included in the National Park Service publication, *Preserving the Recent Past 2*. These reports and accolades demonstrate our abilities in historical and specifically twentieth-century research as well as the capabilities of our design team in preparing well designed and visually engaging historical studies.

The remainder of this proposal is organized accordingly. Section II presents our Understanding and Approach. Section III presents our Corporate Qualifications and Staff Experience including reference projects that are similar in scope. Section IV provides our Schedule and Section V provides our cost estimate. Section VI includes contact information, Section VII outlines our sub-consultant disciplines and support services, Section VIII includes our statement of availability, and Section IX contains a statement concerning past litigation and contract terminations. New South Associates works with Federal agencies on a repeated basis and complies with all Federal procurement standards.

## II. UNDERSTANDING AND APPROACH

Upon selection, New South Associates will begin the project with a literature search including review of the historic architecture survey files and NRHP nominations on file with the City of Huntsville and the AL-SHPO. At the AL-SHPO, environmental review files will be checked for projects in the area. Background research will be used to develop a research design and direct the field study. Secondary research will include reviews of on-line newspapers of the era, local and state histories, federal census data, city directories, Sanborn Fire Insurance Maps, and other historic maps.

New South Associates will be responsible for all components of the NRHP nomination including updates of the Registration Form, narrative description, significance essay, boundary description and justification, photographs, and maps. The consultant will also be responsible for updating the comprehensive survey of the resources within the proposed historic district, and will update existing survey files containing survey forms generated from the database, photographs, historical information, and narrative entries, and generate survey files for newly identified properties. Historic Building Survey data will be gathered using the SHPO guidelines and policies.

All work will be done to federal and state National Register standards and with coordination of SHPO staff. The work will comply with the guidelines presented in *National Register Bulletin 16: How to Complete the National Register Registration Form*. The consultant will also be responsible for presentations at three (3) public information meetings in Huntsville as well as the Alabama National Register Review Board Meeting in Montgomery. The consultant will also present the project to the Huntsville City Council and the Historic Huntsville foundation. All materials are to be submitted to the City of Huntsville.

#### Deliverables:

New South Associates will deliver the following to the City of Huntsville:

- Updated survey files for existing properties within the proposed historic district
- Survey files for newly identified properties within the proposed historic district
- NRHP Additional Documentation Form
- Updated sketch map
- Updated USGS quadrangle map
- Two (2) sets of Photographs and two (2) CD or DVDs of Images
- Presentations at three (3) public information meetings in Huntsville
- Attendance at the Alabama National Register Review Board meeting
- Presentations to City Council and Historic Huntsville Foundation
- A hard copy and a digital copy of the submitted materials on a CD or DVD

### III. CORPORATE AND STAFF EXPERIENCE AND QUALIFICATIONS

New South Associates is a WBENC and DOT certified women-owned small business providing cultural resource consulting services: Archaeology, History, Architectural History, Historic Preservation Planning, Public Outreach, Cemetery Survey and Relocation, Geophysical Survey, and Subsistence Studies. Incorporated in Georgia in 1988, New South Associates is headquartered in Stone Mountain, Georgia, and maintains branch offices in Columbia, South Carolina; Greensboro, North Carolina; St. Augustine, Florida; Huntsville, Alabama; and Nashville, Tennessee.

New South Associates is one of the most respected firms in the cultural resource industry. A charter member of the American Cultural Resources Association (ACRA), NSA and its projects are the recipient of ACRA's Quality Product Award, the American Association for State and Local History's "Award of Merit," a "Certificate of Appreciation" from the National Historic Landmarks Program of the National Park Service, 1<sup>st</sup> Place in Cultural/Recreational/Parks category of the Future Tampa planning competition for its Pinellas County historic properties study, the Georgia Trust for Historic Preservation's "Excellence in Preservation Service Award," and the Federal Highway Administration's Exemplary Human Environment Initiative as well as countless accolades from various State Historic Preservation Offices and state and federal agencies on the review of NSA reports. NSA staff includes current or former Presidents of the Georgia Council of Professional Archaeologists, the Council of South Carolina Professional Archaeologists, the Mid-Atlantic Archaeological Conference, and Historic Nashville, Inc. as well as current or former members of the Board of Directors of the American Cultural Resources Association, the Society of Historical Archaeology, the Georgia Archaeological Society, the Archaeological Society of South Carolina, the DeKalb Historical Commission, the Stone Mountain Historic Preservation Committee, and the Southeast Chapter of the Society of Architectural Historians. The Georgia Secretary of State Cathy Cox named

Mary Beth Reed, New South Associates' President, one of the Outstanding Women in Historic Preservation in Georgia in 2002.

The NSA staff members hold BAs, MAs, and PhDs in archaeology, history, architectural history, historic preservation, and other specialties. These staff members work in six departments: Archaeology, History, Express Projects, Laboratory, Production, and Administration. The firm has worked for a large number of engineering firms in the eastern United States as well as all four branches of the Department of Defense; the USDA Forest Service; the National Park Service; the General Services Administration; the U.S. Army Corps of Engineers (Ft. Worth, St. Louis, New Orleans, Mobile, Savannah, Jacksonville, Nashville, and Wilmington Districts); the Federal Highway Administration; several southeastern and Caribbean transportation departments; major pipelines and utilities; the National Trust for Historic Preservation; the Georgia Trust for Historic Preservation; the Historic Charleston Foundation; the Land Trust for Tennessee; and a variety of private firms and individuals. Since its establishment in 1988, New South Associates has completed more than 2,500 projects.

New South's project experience includes work on archaeological predictive modeling, survey, site evaluations/testing, and data recovery mitigations; historic structures survey and evaluations; Historic American Buildings Survey (HABS)/Historic American Engineering Record (HAER) documentations; site and organization histories including popular histories; Traditional Cultural Property (TCP) evaluations; the preparation cultural resource overviews; Integrated Cultural Resource Management Plans; GIS studies; physical anthropology; cemetery studies and removals; subsistence studies for prehistoric and historic archaeological sites; the preparation of reports and brochures for public information; and the preparation of National Register of Historic Places nominations and documentations.

#### NEW SOUTH ASSOCIATES' RELEVANT ARCHITECTURAL HISTORY PROJECT EXPERIENCE

Project Description	Year Complete	Cost in \$1,000s	Client Contact
<p><i>Historic Resources Survey within the City Limits of Sumter, South Carolina</i>  <i>South Carolina</i>            Historic resources survey within the city limits of Sumter, South Carolina, an area that includes approximately 2,000 historic structures for survey. Each resource built before 1961 was recorded in an Access database. A survey report summarized the findings and included the following elements: a historical overview of Sumter, a physical and architectural analysis identifying neighborhood development over time, an inventory of inventoried buildings keyed to a survey map, National Register of Historic Place eligibility recommendations, and preservation recommendations.</p>	2010	54	Sumter City-County Planning Department 12 W. Liberty St Sumter, SC 29151 Susannah B. Smith 803-774-1660

Project Description	Year Complete	Cost in \$1,000s	Client Contact
<i>Pinellas Countywide Historic Properties Survey, Florida</i> The Pinellas County Historic Properties Survey involved an update of more than 11,000 historic properties and archaeological sites recorded in the county. New South Associates used GIS to map and identify properties as well as modern land-use, Motion Computing tablet computers to record PMSF updates, and conducted research on the county to identify areas with resource potential.	2008	58	Pinellas County Board of County Commissioners 400 South Ft. Harrison, Sixth Floor Clearwater, FL 33756 Joseph Laure 727-464-3311
<i>Gallatin Architectural Survey Tennessee</i> Complete survey of architectural properties within the city limits of Gallatin constructed before 1920 that had not been previously included in a historic property survey.	2008	5	City of Gallatin Planning Division 132 West Main Street Room 201 Gallatin, TN 37066 Katherine Schoch 615-451-5796
<i>Anniston Alabama Cultural Resources Assessment Alabama</i> Cultural Resource Assessment for the new Federal Courthouse location in Anniston.	2008	21	GSA BAT Associates 5151 Brook Hollow Parkway Suite 250 Norcross, GA 30071 Audrey Entorf 770-242-3908
<i>Addendum to Horry County Architectural Survey South Carolina</i> Addendum to Horry County Architectural Survey for SHPO	2006	1	Horry County Planning Department SC Department of Archives and History 8301 Parklane Road Columbia, SC 29223 Cynthia Thorpe/Whitney Hodges
<i>Marion County Architectural Survey South Carolina</i> Countywide historic resources survey as part of a planning effort for the future I-73, a new interstate highway that will run from Michigan to South Carolina.	2006	36	SCDOT SC Department of Archives and History 8301 Parklane Road Columbia, SC 29223 Bonnie Frick 803-737-1424
<i>Horry County Wide Architectural Survey South Carolina</i> Countywide historic resources survey as part of a planning effort for the future I-73, a new interstate highway that will run from Michigan to South Carolina.	2006	58	SCDOT SC Department of Archives and History 8301 Parklane Road Columbia, SC 29223 Bonnie Frick 803-737-1424
<i>Murray Hill Architectural Survey Florida</i> Phase I architectural history survey of the Murray Hill Neighborhood, Jacksonville, Duval County, Florida.	2006	79	City of Jacksonville - Department of Procurement 117 West Duval Street, Suite 335 Jacksonville, FL 32202 Joel McEachin 904-630-1891

Project Description	Year Complete	Cost in \$1,000s	Client Contact
<i>Conway Architectural Survey</i> <i>South Carolina</i> Historic Resources Survey of the City of Conway, South Carolina	2005	25	City of Conway PO Drawer 1075 Conway, SC 29528 Joni Jordan 843-248-1760
<i>Sewanee Architectural Survey</i> <i>Tennessee</i> Survey and National Register nomination for the 10,000-acre campus of the University of the South, Sewanee, Tennessee.	2005	48	University of the South John Milner Associates, Inc. (KY) 239 South 5th Street Louisville, KY 40202 Charles Roth 502-587-8800
<i>Georgetown Historic Resource Survey</i> <i>South Carolina</i> Historic Resources Survey and Context for Georgetown County, South Carolina.	2004	40	SCDAH (South Carolina Dept. of Archives and History) Georgetown County Visitor's Bureau 263 Commerce Dr., Suite 101 Pawley's Island, SC 29485 Brad Sauls 803-896-6172
<i>Monongahela National Forest Historic Properties Plan</i> <i>West Virginia</i> NRHP and HABS/HAER Management Plan, Monongahela National Forest, West Virginia	2003	167	USDA Forest Service- Monongahela NF 200 Sycamore St. Blkins, WV 26241 John Calabrese 304-626-1800
<i>Redstone Arsenal Cold War Survey</i> <i>Alabama</i> Architectural survey of 360 Cold War buildings located on the Redstone Arsenal in Madison County, Alabama	2003	13	Alexander Archaeological Consultants 290 Walker Road Wildwood, GA 30757 Emily Williams 706-820-4344
<i>Mobile Courthouse CRA</i> <i>Alabama</i> Cultural resources assessment to determine whether NRHP eligible buildings or sites are present in the planned Federal Courthouse location.	2002	19	GSA Potomac-Hudson Engineering 81 Highway 34 South Suite B, 2 <sup>nd</sup> Floor Colts Neck, NJ 07722 Brooks Crossan 732-780-8600
<i>Kershaw Co. Historic Resource</i> <i>South Carolina</i> Historic resources survey and NRHP nomination package of Kershaw County, South Carolina.	2001	40	Kershaw County Department of Planning and Zoning 1121 Broad Street Camden, SC 29020 Brad Sauls 803-896-6172
<i>City of Enterprise Survey</i> <i>Alabama</i> Architectural/historical inventory for the City of Enterprise.	2001	19	City of Enterprise 501 South Main St. Enterprise, AL 36331 Mickey Simmons 334-347-0581

Project Description	Year Complete	Cost in \$1,000s	Client Contact
<i>Stone Mountain Historic Sites Inventory</i> <i>Georgia</i> Survey and recordation of historic sites in the village of Stone Mountain.	1993	5	City of Stone Mountain City Hall - 922 Main St. Stone Mountain, GA 30083 770-469-8696
<i>Fort McClellan Architectural Inventory</i> <i>Alabama</i> Architectural survey and documentation of Fort McClellan.	1991	65	USACE Mobile ERCE 735 Pellissippi Parkway Knoxville, TN 37928
<i>Village Creek Architectural Study</i> <i>Alabama</i> Architectural and documentary research of several neighborhoods in Birmingham.	1989	38	USACE - Mobile 109 St. Joseph Street Mobile, AL 36602

#### NEW SOUTH ASSOCIATES' REFERENCES

1). Audrey Entorf, Regional Historic Preservation Office, General Services Administration, Region 4, 77 Forsyth Street SW, Atlanta, GA 30303 (404) 331-0060; [audrey.entorf@gsa.gov](mailto:audrey.entorf@gsa.gov)

Ms. Entorf reviewed and administered New South Associates' performance on the GSA Region 4 Modern Buildings Survey, which included survey and research of properties in North Carolina.

2). Christy Johnson, Environmental and Regulator Coordinator, Georgia Transmission Corporation, 2100 East Exchange Place, Tucker, GA 30085 (770) 270-7898; [christy.johnson@gatrans.com](mailto:christy.johnson@gatrans.com)

Ms. Johnson reviewed and administered New South Associates' performance on the Georgia Ranch House Guidelines, which is included as a sample project and which also was the recipient of the Georgia Trust for Historic Preservation's Excellence in Preservation Service award and the National Council for Public History's M.C. Robinson Award.

3). David Clark, Architect, Centers for Disease Control and Prevention, 1600 Clifton Road NE, Atlanta, GA 30329 (404) 408-3506; [dzc2@cdc.gov](mailto:dzc2@cdc.gov)

Mr. Clark has reviewed New South Associates' performance on architectural surveys and historic evaluations of CDC properties in Georgia, Pennsylvania, Ohio, and Washington State, including multiple twentieth-century resources.

#### STAFF

New South Associates' staff for this project consists of Mary Beth Reed, Project Manager/Principal Investigator; Robbie D. Jones, Historian; and Carmen Beard, GIS Specialist and Assistant.

Mary Beth Reed is New South Associates' President and holds a B.A. in Anthropology from the University of Arizona (1976) and an M.A. in American Civilization from the University of Pennsylvania (1983). She has more than 26 years of professional experience in the Southeast, Southwest, and Mid-Atlantic. She has worked for an array of agencies and multiple Departments of Transportation; utilities; and various state agencies. Ms. Reed is the lead author of *Savannah River Site at Fifty*, which won the American Cultural Resources Association Quality Award and is the co-author of the *The Ranch House in Georgia: Guidelines for Evaluation*, which received the Georgia Trust for Historic Preservation's Excellence in Preservation Service Award and the National Council for Public History's M.C. Robinson Award. She was named one of the Outstanding Women in Historic Preservation in Georgia by the Secretary of State in 2000. Ms. Reed has directed architectural surveys of Horry County, Kershaw County, and Sumter, South Carolina; she has worked extensively with twentieth-century historic properties and has published articles and books on twentieth-century history and architecture. Ms. Reed exceeds the Secretary of the Interior's Standards for Historian (36CFR61: Appendix A).

Mr. Robbie D. Jones will serve as the Project Historian. Mr. Jones holds a Bachelor of Architecture from the University of Tennessee, Knoxville; and a MA in Public History/Historic Preservation from Middle Tennessee State University. He has 19 years of experience working as an architectural historian, historic preservation planner, and project manager for government agencies, nonprofit organizations, and private consultants. He has also worked as a freelance consultant. He has extensive experience evaluating properties for National Register of Historic Places (NRHP) eligibility. Mr. Jones has prepared numerous NRHP nominations, historic architecture resource surveys, historic context studies, HABS-level documentation, historic structures reports, and documentation required by historic preservation laws such as Section 106 and Section 4(f). Under these laws, he has prepared cultural resource surveys and effects assessments, Memoranda of Agreements, minimization/mitigation plans, and has implemented public involvement requirements. Mr. Jones has also served as project manager for preservation and restoration projects, supervising the work of consultants, architects, contractors, scholars, interns, and staff. He has experience working with National Historic Landmark and museum properties. Mr. Jones is an award-winning writer, editor, and photographer for projects throughout the nation, specializing in the Southeast. Mr. Jones exceeds the Secretary of the Interior's Standards for Historian and Architectural Historian (36CFR61: Appendix A).

Carmen Beard serves New South Associates as GIS Specialist/Database Manager. In this capacity, Ms. Beard assists with GIS projects and supports the creation and use of project databases. She received a B.A. in Anthropology in 1993 and a M.S. in Information Science in 2004 from the University of North Carolina Chapel Hill. In 2005 she received a MS in Archaeological Information Systems from the University of York, England. Ms. Beard has more than 5 years-experience coordinating GIS projects and 12 years-experience designing and administering relational databases, including MS Access, MS SQL Server, MySQL and Oracle. Her previous work experience includes the University of North Carolina at Chapel Hill, the University of York Archaeology

Department, the Council for British Archaeology, and the South Carolina Office of the State Archaeologist. Ms. Beard also has experience in Web design, programming, and teaching HTML/CSS.

#### IV. SCHEDULE

New South Associates is prepared to begin work immediately upon notice of award and to complete all work by June 30, 2012. A preliminary schedule, based on a Notice to Proceed date of January 1, 2012 is included in the table below. Public Hearings will be coordinated with the City Council, the Historic Huntsville Foundation, and the Alabama Historical Commission. We assume they will be scheduled for the second half of the project contract period, sometime after April 1, 2012.

##### PRELIMINARY PROJECT SCHEDULE

Task	Date
Notice to Proceed	January 12, 2012
Historical Research Complete	January 27, 2012
Fieldwork and Photography Complete	February 3, 2012
Update Addresses for Section 2 Continuation Sheet	February 17, 2012
Prepare expansion of Period of Significance in Consultation with AHC National Register Coordinator	March 2, 2012
Revise Architectural Descriptions of Resources, Add Additional Resources, Revise Property Classifications, and Update Narrative	March 16, 2012
Photograph/CD Submittal	March 30, 2012
Updated District Sketch Map, 1 <sup>st</sup> Draft Submittal	March 30, 2012
Public Hearings and Presentations	April 2 to May 25, 2012
Submit Revisions to Sections 2 and 7 to NR Coordinator	April 20, 2012
Add New Areas of Significance and Prepare Statements of Significance, Complete General Narrative History	April 20, 2012
Submit Bibliography for Section 9 of the NR Form	April 20, 2012
Submit Geographical Data for Section 10 of NR Form	May 4, 2012
Submit Photo Log Based on NR Photo Policy	May 4, 2012
Submit 2 Copies of Final Sketch Map with Photo Key	May 4, 2012
Submit USGS Quadrangle with NR Bulletin Information	May 4, 2012
Review of Comments and submittal of Final Deliverables	June 30, 2012

#### V. COST AND LEVEL OF EFFORT

New South Associates' level of effort, by personnel and phase, is shown on the attached budget. The total estimated cost is \$22,776.92. We have budgeted 20 hours for the Principal Investigator, Mary Beth Reed, to provide project oversight and administration as well as to provide technical review. A total of 264 hours are allotted for the Project Historian, Robbie Jones. These hours include historical research, fieldwork and photography, coordination and presentation at public hearings, presentations to the City

Council and the Historic Huntsville Foundation, revisions to the nomination and preparation of the draft and final submittals. Forty hours are budgeted for the GIS Specialist Carmen Beard. These hours will include time for mapping newly recorded resources and revising mapping for the district as a whole. The remaining hours are budgeted for a graphics specialist and for a report editor.

## VI. CONTACT INFORMATION

Robbie Jones  
New South Associates, Inc.  
118 South 11<sup>th</sup> Street  
Nashville, Tennessee 37206  
Phone: 615-262-4326  
Fax: 615-262-3338  
rjones@newsouthassoc.com

## VII. SUB-CONSULTANT DISCIPLINES AND SUPPORT SERVICES

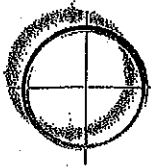
New South Associates does not anticipate requiring any sub-consultants or outside support services to complete this project.

## VIII. STATEMENT OF AVAILABILITY

The staff proposed to conduct this study, Mary Beth Reed, Robbie Jones, and Carmen Beard, are available to complete all scope of work activities within the specified project schedule. Based on their current workload, Mary Beth Reed has 35% availability and Robbie Jones and Carmen Beard both have 50% availability.

## IX. PAST LITIGATION AND CONTRACT TERMINATIONS

New South Associates has had no contracts terminated for cause. Neither New South Associates nor its primary personnel have been a party to any litigation.



## NEW SOUTH ASSOCIATES

PROVIDING PERSPECTIVES ON THE PAST

A WOMEN-OWNED SMALL BUSINESS

### MARY BETH REED PRINCIPAL INVESTIGATOR

#### EDUCATION:

M.A., American Civilization, University of Pennsylvania, 1983

B.A., Anthropology, University of Arizona, 1976

#### SUMMARY OF EXPERIENCE:

Ms. Reed serves New South Associates as Project Manager and Principal Investigator for History and has more than 25 years professional experience in the Southeast, Southwest, and Mid-Atlantic. She has worked for various private and governmental clients including: the Departments of Transportation (Georgia, South Carolina, and North Carolina); U.S. Army Corps of Engineers (USACE); the National Park Service; the USDA Forest Service; utilities; and various state agencies. Her past transportation experience includes numerous historic resources surveys, assessments of effects, and HABS/HAER documentation projects. She currently manages the work of seven New South historians who conduct transportation related cultural resources studies within primarily Georgia and South Carolina and she has also performed compliance review for the North Carolina Turnpike Authority. Ms. Reed brings strong managerial skills to any project, having served as Principal Investigator for the Savannah River Site History Project for the Department of Energy, a multi-year project with a staff of five historians that produced a published history, an architectural inventory of Cold War resources, a preservation plan for their treatment, and developed a Programmatic Agreement to streamline stewardship of the site's historic properties.

#### KEY PROJECT EXPERIENCE:

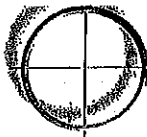
- 2008 **Principal Investigator.** Ranch House in Georgia: Guidelines for Section 106 Compliance. Study sponsored by GTC in partnership with GDOT and HPD.
- 2008 **Principal Investigator.** Historical and Architectural Survey, City of Gallatin, Sumner County Tennessee. Study conducted for the City of Gallatin.
- 2002 **Principal Investigator and Historian.** Cultural Resource Assessment for the Proposed New US Courthouse, Mobile, Alabama. Provided historic context and NRHP eligibility on historic structures in Downtown Mobile, Alabama near the federal courthouse.
- 1995 **Principal Investigator and Historian.** Fort McClellan: A Popular History. Created a public document chronicling the history of the site from prehistoric times through its significance in military campaigns. Work conducted for the USACE, Mobile District.
- 1991 **Principal Investigator and Historian.** Fort McClellan, Alabama: Historic Building Inventory. Work conducted for the USACE, Mobile District.
- 1991 **Principal Investigator and Historian.** *Fort McClellan: A Cultural Resources Overview.* The work was conducted for the USACE, Mobile District.

#### ADDITIONAL PUBLICATIONS AND PRESENTATIONS:

Author or co-author of one-hundred thirty-one (131) cultural resource management reports, one (1) cultural resource management plan, five (5) historic preservation plans, three (3) histories/popular histories, fifteen (15) historic properties/historic architecture documentations, four (4) research designs, (1) professional publication, and six (6) presented papers and symposia.

#### MEMBERSHIPS AND REGISTRATIONS:

- Member, South Carolina Historical Society
- Member, National Council on Public History
- Member of the De Kalb County Historical Society
- Member, Georgia Historical Society
- Member, Vernacular Georgia



## NEW SOUTH ASSOCIATES

PROVIDING PERSPECTIVES ON THE PAST

A WOMEN-OWNED SMALL BUSINESS

### **ROBBIE D. JONES** **SENIOR HISTORIAN/BRANCH MANAGER**

#### **EDUCATION:**

M.A., Public History/Historic Preservation, Middle Tennessee State University, 2002  
Bachelor of Architecture, University of Tennessee, Knoxville, 1992

#### **SUMMARY OF EXPERIENCE:**

Mr. Jones has 19 years of experience working as an architectural historian, historic preservation planner, and project manager for government agencies, nonprofit organizations, and private consultants as well as freelance consulting. Mr. Jones has prepared numerous NRHP nominations, historic architecture resource surveys, historic context studies, HABS-level documentation, historic structures reports, and documentation required by historic preservation laws such as Section 106 and Section 4(f). Under these laws, he has prepared cultural resource surveys and effects assessments, Memoranda of Agreements, minimization/mitigation plans, and has implemented public involvement requirements. He has also served as project manager for restoration projects at museums and National Historic Landmarks, supervising the work of consultants, architects, contractors, scholars, interns, and staff. Mr. Jones is an award-winning writer, editor, and photographer for projects throughout the nation, specializing in the Southeast.

#### **KEY PROJECT EXPERIENCE**

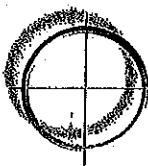
- 2011 **Principal Investigator and Historian.** Jackson Avenue Streetscapes and Upper Second Creek/Old City Greenway Project, Knoxville, TN. Section 106 and Section 4(f) compliance for urban greenway and repairs to historic urban infrastructure in coordination with TDOT/FHWA.
- 2011 **Principal Investigator and Historian.** Jackson Avenue Improvement Project, Knoxville, TN. Section 106 and Section 4(f) compliance for rehabilitation of historic urban transportation infrastructure in coordination with TDOT/FHWA.
- 2010-11 **Historian.** Atlanta-to-Chattanooga High Speed Ground Transportation. Reconnaissance Survey and preliminary DOE of historic resources along alternatives within urban/suburban/small-town/rural corridor in coordination with GDOT/FTA.
- 2008-11 **Historian.** TDOT Environmental Division, on-call contract work, including processing invoices and administrative tasks; reevaluating ARRA-funded Categorical Exclusions; and assisting in preparation of ARRA-funded TIGER grants. Primarily focused on preparation and distribution of Native American Coordination for over 200 projects.
- 2008-09 **Principal Investigator and Historian.** Pellissippi Parkway Extension, Blount County, TN. Survey and DOE/AOE of alternatives within rural/suburban corridor for TDOT/FHWA.
- 2009-10 **Principal Investigator and Historian.** SR-331 (APD-40) Interchange, Cleveland, TN. Survey and DOE of rural/suburban interchange for TDOT/FHWA.

#### **ADDITIONAL PUBLICATIONS AND PRESENTATIONS:**

Author or co-author of forty-nine (49) cultural resources technical reports; three (3) encyclopedia biographies; three (3) academic book reviews; four (4) articles; two (2) county architectural surveys; and one (1) book chapter. Received six (6) professional awards from local, state, and national agencies.

#### **MEMBERSHIPS AND REGISTRATIONS:**

- Board Member, Historic Nashville, Inc.
- Member, Vernacular Architecture Forum
- Member, National Trust for Historic Preservation
- Board Member, Southeast Chapter of the Society of Architectural Historians



## NEW SOUTH ASSOCIATES

PROVIDING PERSPECTIVES ON THE PAST

A WOMEN-OWNED SMALL BUSINESS

### CARMEN L. BEARD GIS SPECIALIST

#### EDUCATION

M.S., Archaeological Information Systems, University York, 2005  
M.S., Information Sciences, University of North Carolina-Chapel Hill, 2004  
B.A., Anthropology, University of North Carolina-Chapel Hill, 1993

#### YEARS EXPERIENCE: 10

#### SUMMARY OF EXPERIENCE

Ms. Beard has 10 years professional experience in the Information Science and GIS fields, including service as an Applications Programmer/Analyst with the UNC School of Social Work, as a Graduate Research Assistant/GIS Specialist with the UNC Department of Emergency Medicine, and as an Applications Programmer with the Council for British Archaeology. For the past four years, Ms. Beard has served as GIS Project Manager with the South Carolina Institute for Archaeology and Anthropology where she has been responsible for the develop of the ArchSite GIS. Ms. Beard is accomplished in the use of a wide-array of information systems software, including ESRI ArcInfo, ArcGIS, ArcIMS SQL Server, and MS Access.

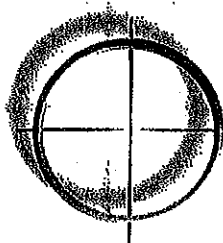
#### KEY PROGRAMMING EXPERIENCE

- 2006-2010      **Geographic Information Systems Project Manager.** *South Carolina Institute for Archaeology and Anthropology, Columbia, SC.* Worked on the SCIAA online GIS project, creating and maintaining digital data for the GIS.
- 2006            **Applications Programmer.** *International Warranty, Hickory, NC.* Designed and implemented database driven Internet application for external clients. Applications were programmed using ColdFusion MX, XML and Ajax.
- 2005            **Applications Programmer/Analyst.** *Council for British Archaeology, York, United Kingdom.* Upgraded Internet applications and databases using HTML, PHP, CSS, MySQL and MS Access.
- 2002-2004      **Graduate Research Assistant.** *UNC Department of Emergency Medicine, North Carolina Emergency Department Database, Chapel Hill, NC.* Designed and coordinated GIS project to map ED data. Conducted web-based survey of North Carolina emergency departments using ASP and MS Access.
- 1999-2002      **Applications Programmer/Analyst.** *UNC School of Social Work, Computer and Information Technology Unit, Chapel Hill, NC.* Created Internet interfaces for database input/output using HTML, ColdFusion, ASP, VBScript and JavaScript. Designed & implemented MS SQL Server and MS Access databases.

#### KEY PROGRAM KNOWLEDGE

- ArchInfo.
- ArcIMS
- ArcGIS
- ESRI
- SQL Server
- MS Access

**EXHIBIT C:**  
**COST PROPOSAL**



## NEW SOUTH ASSOCIATES

PROVIDING PERSPECTIVES ON THE PAST

Twickenham Historic District Nomination Update  
City of Huntsville, Madison County, Alabama

### ASSUMPTIONS

- Fieldwork will include updated survey of the Twickenham Historic District (NRHP-listed 1973)
- The existing boundaries contain approx 275 properties; the expansion will likely pick up another 40 properties.
- It is expected to survey a total of approx 315 properties
- Fieldwork will revise existing C/NC resource list and inventory additional resources with NRHP Boundaries
- The city will facilitate 3 public meetings in Huntsville regarding the project; NSA will assist
- Survey will be used to prepare a NRHP Additional Documentation Form
- Period of Significance will be revised from ending in the 1920s to early 1960s

1) LABOR	Hours	Rate	Subtotal
PLANNING AND ADMINISTRATION			
Principal Investigator	4	\$39.30	\$157.20
Senior Historian	8	\$25.50	\$204.00
HISTORICAL RESEARCH			
Senior Historian	32	\$25.50	\$816.00
FIELDWORK AND PHOTOGRAPHY			
Senior Historian	32	\$25.50	\$816.00
SURVEY FORMS AND MAPPING			
Senior Historian	40	\$25.50	\$1,020.00
GIS Specialist	16	\$24.70	\$395.20
PUBLIC HEARINGS			
Senior Historian	24	\$25.50	\$612.00
PRESENTATION TO CITY COUNCIL/HISTORIC HUNTSVILLE FOUNDATION			
Senior Historian	12	\$25.50	\$306.00
NATIONAL REGISTER REVIEW BOARD MEETING			
Senior Historian	12	\$25.50	\$306.00

# DRAFT NRHP ADDITIONAL DOCUMENTATION FORM

Principal Investigator	8	\$39.30	\$314.40
Senior Historian	56	\$25.50	\$1,428.00
Graphics Specialist	24	\$21.39	\$513.36
Editor	8	\$21.90	\$175.20

# FINAL NRHP ADDITIONAL DOCUMENTATION FORM

Principal Investigator	4	\$39.30	\$157.20
Senior Historian	16	\$25.50	\$408.00
Graphics Specialist	4	\$21.39	\$85.56
Editor	4	\$21.90	\$87.60

TOTAL DIRECT LABOR	\$7,801.72
OVERHEAD (96.80%)	\$7,552.06
FCCM (1.25%)	\$97.52
FIXED FEE (10%)	\$1,535.38

TOTAL LABOR	\$16,986.68
-------------	-------------

## 2) EXPENSES

### Research and Fieldwork

Vehicle Rental	8 days @	\$45.00	\$360.00
Fuel	8 days @	\$20.00	\$160.00
Meals	8 days @	\$31.00	\$248.00
Housing	8 days @	\$65.00	\$520.00
Photography			\$250.00

### Public Meetings

Vehicle Rental	3 days @	\$45.00	\$135.00
Fuel	3 days @	\$20.00	\$60.00

### National Register Review Board

Vehicle Rental	2 days @	\$45.00	\$90.00
Fuel	2 days @	\$20.00	\$40.00
Housing	1 days @	\$65.00	\$65.00
Meals	2 days @	\$40.00	\$80.00

TOTAL EXPENSES	\$2,008.00
----------------	------------

## 3) PROJECT TOTAL

\$18,994.68
-------------

**EXHIBIT D**  
**E-VERIFY MOU**



Company ID Number: 215019

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **New South Associates** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 215019

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



Company ID Number: 215019

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



Company ID Number: 215019

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



Company ID Number: 215019

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



Company ID Number: 215019

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



Company ID Number: 215019

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



Company ID Number: 215019

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



Company ID Number: 215019

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### ARTICLE IV

##### **SERVICE PROVISIONS**

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### ARTICLE V

##### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this



Company ID Number: 215019

MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 215019

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: New South Associates

J Joseph

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

05/21/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

05/21/2009

Date



Company ID Number: 215019

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: New South Associates

Company Facility Address: 8180 East Ponce de Leon Avenue

Stone Mountain, GA 30088

Company Alternate  
Address:

County or Parish: DEKALB

Employer Identification

Number: 99181066

North American Industry

Classification System:

Code: 541

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified

for 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- GEORGIA 1 site(s)



U.S. DEPARTMENT OF HOMELAND SECURITY  
U.S. SOCIAL SECURITY ADMINISTRATION

Company ID Number: 215019

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Yulounda Ralls  
Telephone Number: (770) 498 - 4155 ext. 100100 Fax Number: (770) 498 - 3809  
E-mail Address: yralls@newsouthassoc.com

Name: Mary Beth Reed  
Telephone Number: (770) 498 - 4155 ext. 128128 Fax Number: (770) 498 - 3809  
E-mail Address: mbreed@newsouthassoc.com

Name: Natalie P Adams  
Telephone Number: (803) 647 - 5983 Fax Number: (803) 647 - 5987  
E-mail Address: npadams@newsouthassoc.com

Name: Theresa M Hamby  
Telephone Number: (770) 498 - 4155 ext. 122122 Fax Number: (770) 498 - 3809  
E-mail Address: thamby@newsouthassoc.com

Name: J W Joseph  
Telephone Number: (770) 498 - 4155 ext. 102 Fax Number: (770) 498 - 3809  
E-mail Address: jwjoseph@newsouthassoc.com